

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address		FOR COURT USE ONLY	
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<input type="checkbox"/> <i>Individual appearing without attorney</i> <input checked="" type="checkbox"/> <i>Attorney for: Debtor in Possession</i>			
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION			
In re: CORPORATE COLOCATION INC. a California Corporation		CASE NO.: 2:21-bk-12812-ER	
		CHAPTER: 11	
Debtor(s).			
		NOTICE OF SALE OF ESTATE PROPERTY	

Sale Date: 06/27/2022	Time: 10:00 am
Location: United States Bankruptcy Court, 255 East Temple Street, Los Angeles CA 90012 Crt 1568, 15th Floor	

Last date to file objections: 06/13/2022

Those certain 12,800 internet addresses used by InMotion Hosting Inc which are described more particularly in Exhibit 1. Please also see attached the Global Settlement Agreement for additional information which is attached hereto as Exhibit 2

Terms and conditions of sale: Please see attached Global Settlement Agreement. This will be a private sale without public auction. Please see Exhibit 3 for more information.

Proposed sale price: \$ 627,200.00 plus other valuable consideration in the form of mutual promises and releases in the Global Settlement Agreement.

Overbid procedure (if any): None

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

United States Bankruptcy Court- Los Angeles
255 East Temple Street, Courtroom 1568, 15th Floor
Los Angeles, CA 90012

June 27, 2022 at 10:00am

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Not applicable.

Date: 6/6/22 Ryan
ATTY FOR DEBTOR

Exhibit 1

IP Block	Parent CIDR	Owning Organization	Total IPs in IMH Block
173.247.240.0/22	173.247.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	1,024
173.247.244.0/23	173.247.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	512
173.247.246.0/23	173.247.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	512
173.247.248.0/21	173.247.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	2,048
205.134.234.0/24	205.134.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
205.134.238.0/23	205.134.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	512
205.134.241.0/24	205.134.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
205.134.249.0/24	205.134.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
205.134.250.0/24	205.134.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
205.134.251.0/24	205.134.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
205.134.252.0/24	205.134.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
205.134.253.0/24	205.134.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
205.134.254.0/23	205.134.224.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	512
66.117.0.0/24	66.117.0.0/20	Organization: Corporate Colocation Inc. (CORPO-6)	256
66.117.14.0/23	66.117.0.0/20	Organization: Corporate Colocation Inc. (CORPO-6)	512
66.117.3.0/24	66.117.0.0/20	Organization: Corporate Colocation Inc. (CORPO-6)	256
66.117.4.0/24	66.117.0.0/20	Organization: Corporate Colocation Inc. (CORPO-6)	256
66.117.5.0/24	66.117.0.0/20	Organization: Corporate Colocation Inc. (CORPO-6)	256
74.124.193.0/24	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
74.124.194.0/23	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	512
74.124.197.0/24	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
74.124.198.0/24	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
74.124.200.0/24	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
74.124.202.0/24	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
74.124.203.0/24	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
74.124.210.0/23	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	512
74.124.212.0/22	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	1,024
74.124.217.0/24	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	256
74.124.218.0/23	74.124.192.0/19	Organization: Corporate Colocation Inc. (CORPO-6)	512
			12,800

Exhibit 2

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release ("Global Agreement") is entered into by and among CORPORATE COLOCATION INC., a California Corporation ("Debtor" or "CCI"), INMOTION HOSTING, INC. ("IMH"), 530 6th STREET, LLC ("LANDLORD" and/or "530 6th Street"), VICTOR GOODMAN ("VG"), and JONATHAN GOODMAN ("JG"), each sometimes individually referred to as a "Party" and collectively as the "Parties", based upon the following recitals:

RECITALS

- A. CCI is a California corporation, and the Debtor in a pending Chapter 11 bankruptcy case, Case No. 2:21-bk-12812-ER (the "Bankruptcy Case"). On April 7, 2021 ("Petition Date"), the Debtor commenced the Bankruptcy Case by filing a Voluntary Petition under Chapter 11 of the United States Bankruptcy Code ("Code"), 11 U.S.C. § 101 *et seq.*
- B. CCI owns and operates a datacenter in Los Angeles, California ("Business"). VG, JG and the Debtor assert that they also have an investment in a datacenter in Denver, Colorado ("Colorado Entity"). VG, JG and the Debtor assert that they intend to merge the Colorado Entity into CCI under a plan of reorganization that CCI intends to propose (the "Proposed Plan"), and that the Colorado Entity will then be operated as part of the Reorganized Debtor.
- C. In or about 2004, CCI began the Business. In or about 2009, CCI moved the Business into certain suites at its current business location located at 530 6th Street, Los Angeles, California ("530 BUILDING").
- D. The LANDLORD is or was (as applicable) the Debtor's landlord at the 530 BUILDING.
- E. Since in or about 2009, the LANDLORD and the Debtor entered into various written non-residential real property lease agreements, plus various amendments and addendums thereto, which agreements covered various suites at the 530 BUILDING (collectively, the "LEASES").
- F. The various applicable suites under the LEASES at the 530 BUILDING are 501, 502, 503, 510, and 701 (collectively, the "Premises"). The Debtor asserts that it was constructively evicted from Suite 701 by the LANDLORD. The LANDLORD disputes this claim.
- G. From at least 2017 to the present, CCI and the LANDLORD have had a contentious relationship with respect to the LEASES and the SUITES. The disputes included protracted litigation (in various cases) against one another in the Superior Court for the State of California, known as the following:

- 530 6th Street, LLC v. Corporate Colocation Inc., Case No. 20STCV43839
(Removed to the Bankruptcy Case as Adversary No. 2:21-ap-01120-ER)
- 530 6th Street, LLC v. Corporate Colocation Inc., Case No. 20STCV43842
(Removed to the Bankruptcy Case as Adversary No. 2:21-ap-01119-ER)
- 530 6th Street, LLC v. Corporate Colocation Inc., Case No. 20STCV43520
(Removed to the Bankruptcy Case as Adversary No. 2:21-ap-01118-ER)
- 530 6th Street, LLC v. Corporate Colocation Inc., Case No. 20STCV36205
(Not Removed, but Dismissed)
- 530 6th Street, LLC v. Corporate Colocation Inc., Case No. 20STCV34892
(Not Removed, but Dismissed)
- 530 6th Street, LLC v. Corporate Colocation Inc., Case No. 20STCV22570
(Not Removed, but Dismissed)
- Corporate Colocation, Inc., v. 530 6th Street, LLC, Case No. 19STCV33673
(Removed to the Bankruptcy Case as Adversary No. 2:21-ap-01121-ER)
- Corporate Colocation, Inc. v. 530 6th Street, LLC, Case No. BC649323
(Not Removed, but Dismissed)

(Collectively, the “STATE COURT CASES”)

H. CCI asserts that it filed the Bankruptcy Case, for among other reasons, to stave off the eviction process commenced by the LANDLORD and to preserve its business for the benefit of all creditors and interested parties.

I. The STATE COURT CASES were removed to the Bankruptcy Court, and the following Adversary Proceedings now are pending:

Case	Associated Case	Type
<u>2:21-bk-12812-ER</u> Corporate Colocation Inc	<u>2:21-ap-01118-ER</u> 530 6th Street LLC v. Corporate Colocation Inc	Adversary
<u>2:21-bk-12812-ER</u> Corporate Colocation Inc	<u>2:21-ap-01119-ER</u> 530 6th Street LLC v. Corporate Colocation Inc	Adversary
<u>2:21-bk-12812-ER</u> Corporate Colocation Inc	<u>2:21-ap-01120-ER</u> 530 6th Street LLC v. Corporate Colocation Inc	Adversary
<u>2:21-bk-12812-ER</u> Corporate Colocation Inc	<u>2:21-ap-01121-ER</u> Corporate Colocation Inc v. 530 6th Street LLC et al	Adversary

2:21-bk-12812-ER Corporate Colocation Inc	2:21-ap-01166-ER, Corporate Colocation, Inc v. 530 6 th Street, LLC	Adversary (Not a removed case)
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(Collectively, all the above, the “ADVERSARY PROCEEDINGS”)

J. Currently, the LEASES with the LANDLORD are deemed rejected pursuant to Bankruptcy Code Section 365(d)(4).

K. Prior to the Petition Date, CCI’s primary customer was IMH. On or about October 1, 2014, the Debtor and IMH entered into a written services agreement (the “IMH Services Contract”). Pursuant to the IMH Services Contract, IMH occupies Suites 501, 502, and 503 at the 530 BUILDING (the “IMH SUITES”), and, among other things, IMH and CCI have various obligations owing to one another. For instance, IMH has the duty, among other things, to make certain monthly payments to the Debtor until September 30, 2023, and the Debtor has various obligations owing to IMH relating to the Debtor’s services, leasing of Internet protocol address, providing electrical and back-up power, cooling equipment, Internet connectivity to IMH and maintenance of the datacenter in the IMH SUITES, among other responsibilities.

L. The Debtor intends to fully vacate the Premises (inclusive of the IMH Suites), and under the Proposed Plan, the Debtor asserts that it intends to reorganize with the Denver-based business, and this is where the Reorganized Debtor intends to operate after the confirmation of the Proposed Plan.

M. The Debtor asserts that VG and JC are the only two shareholders of the Debtor, in which: VG owns 90% of the outstanding and issued shares of CCI; and JG owns 10% of the outstanding and issued shares of CCI.

N. During the Bankruptcy Case, on or about October 7, 2021, the LANDLORD filed a Proof of Claim alleging pre-Petition Date damages in the approximate amount of \$4.3 million which was filed as POC No. 13-1 and 13-2 (collectively, the “Landlord POC”). The LANDLORD also alleges various other administrative claims against the Debtor, such as for, among other things, alleged rent, attorneys’ fees, and other operating expenses and additional rent pursuant to the LEASES allegedly owing by the Debtor to the LANDLORD (collectively, the “Landlord Alleged Administrative Claims”). The Debtor disputes the Landlord Alleged Administrative Claims in their entirety.

O. The Debtor alleges various claims and damages against the LANDLORD, both pre-Petition Date as alleged in, among other things, the STATE COURT CASES and ADVERSARY PROCEEDINGS, and post-Petition Date, relating to alleged damages incurred under the LEASES (collectively, “Debtor Alleged Claims Against Landlord”). The Debtor disputes the Landlord POC and the Landlord Alleged Administrative Claims in their entirety, and the LANDLORD disputes the Debtor Alleged Claims Against Landlord in their entirety.

P. In addition to the STATE COURT CASES and the ADVERSARY PROCEEDINGS, on or about January 28, 2022, CCI expressed its claims against the

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LANDLORD in the Bankruptcy Case by filing an objection to the Landlord POC ("CCI Objection To Landlord POC", Dkt. nos. 159 - 162). The CCI Objection to Landlord POC remains pending in the Bankruptcy Case.

Q. During the Bankruptcy Case, on or about October 4, 2021, IMH filed a Proof of Claim alleging pre-Petition Date damages in the approximate amount of \$500,000 which was filed as POC No. 9-1 ("IMH POC"). IMH asserts that it expressly reserves the right to amend the IMH POC. IMH also asserts various administrative claims against the Debtor relating to alleged damages under the IMH Services Agreement (the "IMH Alleged Administrative Claim"), such as legal fees incurred by IMH ("IMH Alleged Legal Fees"). The Debtor disputes the IMH POC in its entirety and the IMH Alleged Administrative Claim in its entirety, including but not limited to IMH's alleged claim for the IMH Alleged Legal Fees.

R. The Debtor asserts various claims against IMH for damages the Debtor incurred under the IMH Services Contract (collectively, the "CCI Claims Against IMH"). IMH asserts that it (i) disputes the Debtor's contentions regarding the existence of any claims against IMH; (ii) asserts that such claims are meritless; and (iii) further contends that asserting such claims will result in a claim for abuse of process and malicious prosecution and constitutes a violation of Rule 9011 of the Federal Rules of Bankruptcy Procedure. The Debtor disputes such contentions.

S. The LANDLORD alleges various claims against VG due to two alleged Personal Guarantees (the "510 Guaranty" and the "502 Guaranty") allegedly executed by VG for certain alleged obligations owing by the Debtor to the LANDLORD (collectively, the "VG PG"). VG disputes the existence and/or enforceability of the VG PG due to, among other things, VG's assertion of a prior 2018 settlement that contained a general release that did not state that the VG PG survived the release. VG reserves any and all rights, claims, offsets and defenses to the alleged VG PG. (To the extent LANDLORD alleges any personal guaranty claim against JG, which JG disputes in its entirety and reserves all rights, claims and defenses thereto, then any and all such claims shall be referred to herein as the "JG PG").

T. The LANDLORD filed a motion in the Bankruptcy Case seeking an order requiring, among other things, the Debtor to surrender its possession and occupancy of the Premises occupied by the Debtor (the "Surrender Motion", Dkt. no. 269). The Debtor timely filed its Opposition to the Surrender Motion (the "Surrender Opposition", Dkt. 280). The LANDLORD timely filed its reply to the Surrender Opposition. The Surrender Motion is set for hearing, and remains pending. The Parties have, or will enter into the Surrender Stipulation which, subject to paragraph 2.b., *infra.*, and if approved by the Bankruptcy Court through a Final Order (defined *infra.*), will cause the Surrender Motion to be withdrawn. The Surrender Motion is also being continued pursuant to the Continuance Stipulation, discussed *infra.*

U. Following the Petition Date, the Debtor represents that the Debtor's counsel requested that VG provide the Debtor's counsel with \$650,000 relating to various sums paid to VG over a period of approximately 18 months prior to the Petition Date. VG asserts 100% of these funds belong to VG for, among other things, salary and other compensation due to VG by the Debtor, and pursuant to an indemnification agreement by and between VG and the Debtor relating to the VG PG. As a compromise, conditioned upon all of the terms of the Global Agreement (including Section 11), and as further provided below in the Global Agreement, the

Parties all agree that VG (and the Debtor's counsel holding said funds in its client trust account) shall turnover 50% of said funds (\$325,000) to the Debtor's DIP general operating account. The balance of the funds (\$325,000) shall be turned over to VG.

V. As a result of the foregoing, and to avoid further expense, delay, and the uncertainty inherent in litigation, the Parties, and each of them, have reached a global compromise and settlement to resolve all matters among them, including but not limited to those described above.

NOW, THEREFORE, in consideration of the above-mentioned Recitals and the mutual covenants herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and without conceding liability or fault, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals.** The foregoing Recitals are incorporated herein by reference as if they had herein appeared. The Recitals contained herein shall be accorded no evidentiary value by any of the Parties or a court of competent jurisdiction, and may be used solely for purposes of interpreting this Global Agreement, the Surrender Stipulation, the Continuance Stipulation (as defined below), and documents entered into in connection with each of the foregoing.

2. **Conditions Precedent:** This Global Agreement shall not be effective unless:

a. IMH and the LANDLORD first execute a new lease ("IMH/Landlord New Lease") providing for IMH's continued occupancy of all or part of suites 501, 502, and/or 503 in the 530 BUILDING, which new lease shall be in a form and contain such terms as are agreeable to the LANDLORD and IMH in each of their sole and absolute discretion, proof of the full execution of the IMH/Landlord New Lease by IMH and LANDLORD shall be provided to the Debtor and VG in the form of written email correspondence from IMH's and LANDLORD's respective counsel to VG's and the Debtor's respective counsel promptly upon execution (upon which the Debtor, VG and JG may then rely upon receipt); and

b. All applicable Parties fully and contemporaneously execute this Global Agreement, and the Continuance Stipulation (discussed in paragraph 8 *infra*), and the Debtor and the LANDLORD fully and contemporaneously execute the Surrender Stipulation. None of these three (3) agreements are valid, binding, or of any effect if not all fully executed by all the applicable Parties to such stipulations and agreements. The latest date that all of the Parties execute this Global Agreement and the Continuance Stipulation (including the latest date that the Debtor and the LANDLORD execute the Surrender Stipulation) will be referred to as the "Execution Date").

(Collectively, the terms and conditions in paragraphs 2.a and 2.b., *supra*, are referred to as the "Conditions Precedent").

3. **Definitions.** For purposes of this Global Agreement, (in addition to the terms defined elsewhere in this Global Agreement), the following capitalized terms shall have the

following meanings:

a. "Approval Order" means an order of the Bankruptcy Court approving this Global Agreement, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, which order shall be in form and substance reasonably acceptable to the Parties.

b. "Effective Date" means the first date on which all of the following have occurred: (i) the Execution Date has occurred; (ii) the Conditions Precedent have occurred; and (iii) the Bankruptcy Court has entered the Approval Order; and (iv) the Approval Order becomes a Final Order.

c. "Execution Date" has the meaning set forth in Section 2.b. above.

d. "Final Order" means, for purposes of this Global Agreement, an order or judgment of the Bankruptcy Court, as entered on its docket, which has not been reversed, stayed, modified or amended, and as to which (a) the time to appeal, petition for certiorari, or move for re-argument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for re-argument or rehearing shall then be pending; or (b) in the event an appeal, writ of certiorari, or re-argument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or other applicable court shall have been affirmed by the highest court to which such order or judgment was appealed, or certiorari has been denied, or from which re-argument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for re-argument or rehearing shall have expired.

e. "IMH Effective Date" means the first date on which all of the following have occurred: (i) the Effective Date has occurred; (ii) the IPs Sale Motion has been filed pursuant to the terms and conditions of paragraph 10 below; (iii) the Final Sale Order (as defined below in paragraph 10.c.) has been entered; and (iv) confirmation has been received by IMH of unencumbered registration of the IMH IPs per paragraph 10.d. below in the name of IMH.

4. Settlement Between the Debtor and the LANDLORD. The Debtor and the LANDLORD have agreed that the Debtor will pay the following to the LANDLORD:

a. One Million Three Hundred Thirty-Three Thousand Dollars (\$1,333,000.00) to the LANDLORD ("Landlord Settlement Payment" or "LSP"), subject to subparagraph c below; plus

b. One Hundred Forty-Seven Thousand Dollars (\$147,000.00) per month in rent (the "Landlord Settlement Rent" or "LSR", and together with the LSP, the "Landlord Payments") through June 30, 2022 (the "Surrender Date"). (For purposes of clarity, the May 2022 LSR payment was already made by the Debtor to the LANDLORD, and the last LSR payment shall be made on or about June 1, 2022). By no later than the Surrender Date, pursuant to the Surrender Stipulation, described below in paragraph 7) the Debtor shall vacate and surrender its occupancy of the SUITES in the 530 BUILDING. On July 1, 2022, the IMH/Landlord New Lease (once executed and delivered between the LANDLORD and IMH) shall become effective as to the IMH Suites. The Debtor, VG and JG are not parties to the IMH/Landlord New Lease and shall

have no duties, obligations or liability therefrom or thereunder.

c. The LSP shall become due and payable to the LANDLORD within five (5) business days after the Effective Date. If the Effective Date has not occurred, then the LSP is not to be paid. The LSP shall be paid by wire transfer, pursuant to wire transfer instructions to be provided in writing by LANDLORD's counsel to the Debtor's counsel prior to the Effective Date.

d. The LSR payments shall be paid by the Debtor's debtor-in-possession check(s) as previously done by delivery to the LANDLORD.

e. The Debtor, VG, and JG each agree that he/it (or any of their respective agents, representatives or assigns) will not assert, is estopped from arguing, and will waive any and all claims that that the LSP, LSR, and any other payments made by the Debtor to the LANDLORD at any time (including those made to the LANDLORD during the Bankruptcy Case) is an avoidable transfer, fraudulent transfer, preference, or other transfer that should be returned under the Bankruptcy Code, state law, or otherwise. The foregoing provision is binding on any successor, reorganized debtor or trustee appointed in the Bankruptcy Case.

5. Dismissal of the LANDLORD/Debtor Matters.

a. **STATE COURT CASES, ADVERSARY PROCEEDINGS, and Other Motions.** Within seven (7) business days after the Effective Date and after receipt by the LANDLORD of the Landlord Payments (the LSP per wire instructions above), the LANDLORD shall work with the Debtor to prepare and file with the State Court and/or the Bankruptcy Court, as applicable, all appropriate documents to dismiss with prejudice all of the STATE COURT CASES, the ADVERSARY PROCEEDINGS, and including those cases removed to the Bankruptcy Court, all of the LANDLORD'S pending motions in the Debtor's Bankruptcy Case, and any other proceedings pending in any Court in which there exists any relief of any type sought by the LANDLORD as against the Debtor (and including pleadings seeking relief against the Debtor that were supported by the LANDLORD – e.g., motion for trustee/conversion, among others). To the extent that a written stipulation, jointly executed by the LANDLORD and the Debtor, is required to dismiss any pending proceeding, then these Parties shall cooperate to complete and file such documents within seven (7) business days of the Effective Date.

Despite that the LANDLORD and the Debtor must comply with all the above provisions, this provision does not have any impact on the Parties' (including the LANDLORD's, the Debtor's, VG's or JG's) ability to file, prosecute and defend any new claims against / by the other arising from any alleged breach of this Global Agreement and/or the Surrender Stipulation. For clarity, there may be claims resulting from breach of the Global Agreement and/or Surrender Stipulation that the Parties may hold that do not include the Breach Claims (defined below).

The term "Breach Claims" as used herein are those claims solely related to alleged damages arising from the Debtor's move-out of Suite 510, but not including Suites 701-

710 or the IMH Suites. Any and all alleged Breach Claims must be brought before the Bankruptcy Court. That is, any and all alleged claims of any kind against the Debtor, VG and JG relating to Suites 701-710 and the IMH Suites, if any, are released in full by the LANDLORD upon the occurrence of the Effective Date and Landlord's receipt of the Landlord Payments. The LANDLORD cannot bring any Breach Claim against VG, JG or the Debtor relating to alleged damages in the IMH Suites or Suites 701-710.

b. **The Landlord POC.** Within seven (7) business days after the Effective Date and after receipt by the LANDLORD of the Landlord Payments, the LANDLORD shall file a "Notice of Withdrawal With Prejudice of the Landlord POC". Except in regard to Breach Claims or any new claims against / by the other arising from any alleged breach of the Global Agreement and/or the Surrender Stipulation, if any, it is agreed that no further or other Proof of Claim shall be filed by the LANDLORD or any of its agents, representatives or assigns. In regard to Breach Claims or any new claims against / by the other arising from any alleged breach of the Global Agreement and/or the Surrender Stipulation, if any, LANDLORD shall not file another Proof of Claim until after ruled upon by the Bankruptcy Court. For clarity, any claims arising from the Debtor's alleged breach of the Global Agreement and/or Surrender Stipulation that is not a "Breach Claim" (defined above) related to the Debtor's move out from the Premises does not have to be brought pursuant to a Breach Claim Motion per paragraph 6 below. Nothing in this paragraph affects the duty of the Debtor to pay the LSR payments.

6. **Breach Claims and Releases.** With respect to any of the alleged Breach Claims that the LANDLORD seeks to preserve against the Debtor (or against VG and/or JG pursuant to the alleged VG PG and/or JG PG), the LANDLORD will have until July 30, 2022 to file a motion alleging and seeking a Bankruptcy Court determination regarding an alleged Breach Claim (the "Breach Claim Motion"). The Debtor, VG and/or JG preserve any and all rights, claims and defenses to oppose, dispute and/or defend against any and all alleged Breach Claims, including but not limited to VG, JG and/or the Debtor's rights to dispute the existence, validity or enforcement rights (e.g., prior release) of the LANDLORD as such rights existed prior to the Petition Date, including but not limited to the validity and enforceability of the VG PG and/or a JG PG. The Attorneys' Fees, paragraph 26 below, applies to a Breach Claim Motion. Only upon the occurrence of the Effective Date and the LANDLORD's receipt of the Landlord Payments, per the provisions of para. 15 below, the limitation on damages, if any, that VG and JG can be liable for under the Breach Claims brought by LANDLORD (subject to all VG's and/or JG's rights, claims and defenses) is the amount of the 510 Guaranty.

a. If a Breach Claim Motion is not filed on or before July 30, 2022, by the LANDLORD, then: (1) any and all of the alleged VG PG are void; (2) any and all of the alleged JG PG are void; and (3) no later than August 10, 2022, the original (if available) or duplicate of any and all forms of the alleged VG PG and JG PG (if one exists) shall be marked "Void and Released" and signed by the LANDLORD, and turned over to VG's counsel and JG (if applicable).

b. If, however, a Breach Claim Motion is timely filed against the Debtor, VG and/or JG, then LANDLORD is only obligated to take action to release the VG PG and/or JG PG, and shall promptly do so upon: (1) the Bankruptcy Court entering a final, non-appealable

order denying the Breach Claim Motion; or (2) if the Breach Claims are determined by the Bankruptcy Court to be valid, the entire amount of damages determined by the Bankruptcy Court in entering a final, non-appealable order related to the Breach Claims is paid to the LANDLORD.

c. The Release provisions under paragraph 15 below shall apply in conjunction with the foregoing.

7. **SURRENDER STIPULATION.** Attached hereto as Exhibit "A" is a true and correct copy of the Surrender Stipulation", and any and all of its terms and conditions are incorporated into this Global Agreement by this reference. The Surrender Stipulation was entered into to address and resolve matters related to the Surrender Motion. The Surrender Stipulation and the Global Agreement must both be fully executed by the applicable Parties to those agreements contemporaneously, and both the Surrender Stipulation and the Global Agreement are void and of no effect if both the Surrender Stipulation and Global Agreement are not fully executed by all the applicable Parties to such agreements. If and only if the Global Agreement, the Surrender Stipulation and the "Continuance Stipulation" (discussed and defined *infra.*) are all fully executed by all the applicable Parties (i.e., after the Execution Date), and after all Conditions Precedent have occurred, then and only then may the LANDLORD file the Surrender Stipulation and lodge an order thereon, or request the Court to approve the Surrender Stipulation together with the Global Agreement. Within 5 business days of a Final Order by the Bankruptcy Court approving the Surrender Stipulation, the LANDLORD will cause the Surrender Motion to be withdrawn with prejudice. After the Execution Date, after all Conditions Precedent have occurred, and after execution and delivery of the IMH/Landlord New Lease between LANDLORD and IMH, then and only then will the Surrender Stipulation continue to bind the LANDLORD and the Debtor even if the Approval Motion (discussed and defined *infra.*) seeking the approval of this Global Agreement is ultimately not approved by the Bankruptcy Court.

a. With respect to the move-out by the Debtor of the 530 Building, the Parties have agreed that the Debtor shall only take its servers, switches and other electronics from Suite 510, and that the removal of items will not impair, disturb or cause material interruption to IMH'S business operations, connectivity, cooling, power and/or its property. Effective upon a Final Order granting the Approval Motion and approving this Global Agreement, the Debtor abandons and transfers to the LANDLORD any and all interest of the Debtor, the Estate, VG and/or JG in any and all remaining personal property necessary or required for IMH to continue to conduct its business operations from the Premises, including the IMH Suites, including, without limitation, all wiring cables, cross-connects, UPS and CRAC units (i.e. Computer Room Air Conditioning) ("Abandoned Property"). Further, by the Surrender Date, the Debtor shall provide to IMH's and the LANDLORD's respective counsel all cabling and wiring documentation (if any exists), records pertinent to the Debtor's part of the operating center (if any exists), and lists of all vendors and contact numbers used by the Debtor in the operations of its business and/or the IMH Services Contract. All of the Debtor's property that remains in the SUITES after June 30, 2022 shall be deemed to be abandoned and the LANDLORD shall have the authority to abandon or otherwise dispose of said property (except that the LANDLORD shall not dispose of any such Abandoned Property

necessary or required for IMH to continue to conduct its business operations from the Premises as set forth above until the end of the term of the IMH/Landlord New Lease). Nothing contained herein shall affect or modify the terms of the Surrender Stipulation. Notwithstanding any language in paragraphs 7.a.-7.d., all Abandoned Property is left on the Premises "AS IS" and "WHERE IS" by the Debtor, VG and/or JG, without any representations or warranties of any kind.

b. The Debtor has decided not to, and shall not, remove any personal property and/or alleged fixtures or alleged trade fixtures from Suite 701. After the Effective Date and the LANDLORD's receipt of the Landlord Payments, LANDLORD will not claim any breach of the Surrender Stipulation or the Global Agreement based upon the condition of Suite 701 or alleged damage thereto and/or any equipment, personal property or other items left in Suite 701 and/or any alleged equipment, wiring, or other property, or alleged fixtures removed therefrom. The Debtor alleges that it gave up possession to Suite 701 on or about February 2020, and has not and will not make any claim to any possessory rights thereto or make a claim of ownership of any equipment, personal property, alleged fixtures, alleged trade fixtures, or other items left in Suite 701 all of which will be deemed to be abandoned and to be the LANDLORD's property to dispose of as it wishes.

c. The Debtor shall move-out of the Premises at the 530 Building and surrender possession of the Premises to the LANDLORD on or before the Surrender Date. Notwithstanding the foregoing, the LANDLORD agrees that IMH may continue to occupy the IMH Suites and use the Abandoned Property pursuant to the IMH/Landlord New Lease (discussed herein above and further below). Due to the foregoing, including but not limited to the fact that the Debtor is not entering the IMH Suites to move-out and surrender the Premises, and that IMH will maintain possession of the IMH Suites after the Surrender Date pursuant to the IMH/Landlord New Lease, after the Effective Date and the LANDLORD's receipt of the Landlord Payments, the Debtor, VG and JG shall have no liability of any kind to LANDLORD or IMH for the condition of the IMH Suites, nor any liability to LANDLORD or IMH under the IMH/Landlord New Lease.

d. Pursuant to this Global Agreement and the relevant releases therein, only upon the Effective Date and the Landlord's receipt of the Landlord Payments, any and all claims held or asserted by the Landlord regarding Suite 701 and the IMH Suites shall be deemed released, and satisfied in full.

8. CONTINUANCE STIPULATION. Attached hereto as Exhibit "B" is a true and correct copy of the "Stipulation Re: (1) Continuance Of Matters Pending Before The Court; (2) Extension Of The Debtor's Authority To Use Cash Collateral; (3) Vacating Dates And Resetting Status Conferences In Adversaries; And (4) Extending Deadline To File Responses And Remand Motions" (the "Continuance Stipulation"), and all of its terms and conditions are incorporated into this Global Agreement by this reference. Contemporaneous with the execution of this Global Agreement by each of the Parties and the Surrender Stipulation by the LANDLORD and the Debtor, each Party shall also execute the Continuance Stipulation which requests a continuance of, among other things, all matters pending before the Bankruptcy Court to date(s) approximately and no less than thirty (30) days following the Bankruptcy Court's entry of an

Order on the Approval Motion (the "Continued Date"). The terms of this paragraph shall apply to the Surrender Motion but shall not halt the LANDLORD's ability to file the Surrender Stipulation, as provided above. For clarity, the continued matters under the Continuance Stipulation include:

- The "Order Requiring the Debtor to Show Cause Why the Case Should Not be Dismissed Pursuant to § 1112(B)" (the "OSC"), filed on March 21, 2022, and all related dates and deadlines set in the OSC for, among other things, parties to respond to the OSC.
- The "Motion for Order Compelling Debtor to Surrender Nonresidential Real Property Pursuant to 11 U.S.C. §§ 365(d)(4) And 105(a), and Ordering Ancillary Relief Relating to Such Surrender" (the "Surrender Motion"). If the Court declines to approve the Surrender Stipulation, the Parties agree that the LANDLORD can request that the Court set a hearing, and determine the Surrender Motion prior to the Continued Date (subject to Debtor's rights to request, and the LANDLORD's rights to respond or oppose, that it be heard on the same date as the Approval Motion).
- All existing deadlines for any Party to seek remand within an Adversary Proceeding commenced by removal of any of the State Court Actions;
- Any existing deadline for the Debtor's Court authorization for use of cash collateral; and
- If the Approval Motion is not granted by the Court, and the Court does not dismiss the Bankruptcy Case on the Continued Date, all other pending matters that were taken off calendar pursuant to paragraph 4 of the Court's order entered on March 21, 2022 [Dkt. No. 251] shall be reinstated and re-scheduled for a future hearing on the Continued Date.

9. Bankruptcy Court Jurisdiction. Each Party consents to the exclusive jurisdiction of the Bankruptcy Court over any matter, action, or proceeding relating to this Global Agreement, including any proceeding brought in connection with this Global Agreement, and agrees that the Bankruptcy Court shall be the exclusive forum to hear, determine, and enter appropriate orders and judgments in all such matters, actions, or proceedings, provided, however, that in the event the Bankruptcy Court refuses to exercise jurisdiction over any proceeding related to or concerning this Global Agreement, the Parties consent to the jurisdiction of any state or federal court located in Los Angeles County, California that may properly exercise jurisdiction over any such proceeding. For the avoidance of doubt, the Parties are not waiving any rights that they may have to appeal any order or decision made by the Bankruptcy Court.

a. Notwithstanding the foregoing, IMH does not consent to the Bankruptcy Court's jurisdiction, if any, with regards to any of IMH's rights, claims, actions or proceedings related to possession or continued possession of the IMH Suites; IMH's rights as it applies to the LANDLORD under the IMH Services Agreement whether before or after rejection thereof by the Debtor; or matters arising under or related to the Surrender Stipulation; and all of its rights, claims, actions and/or proceedings in that regard related to the Surrender Stipulation are expressly reserved despite that the Surrender Stipulation is incorporated into this Global Settlement Agreement. The Landlord (and Debtor, if any such issues apply to the Debtor) also reserve any and all rights with respect to these issues in this paragraph 9.a., and to argue the contrary.

10. The Settlement Terms Between the Debtor and IMH.

a. Sale of IP Addresses. In exchange for the consideration set forth in this Global Agreement, the IMH/Landlord New Lease, the Surrender Stipulation and Continuance Stipulation, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Parties, IMH shall purchase, and CCI shall sell to IMH, the twelve thousand eight hundred (12,800) Internet protocol addresses that IMH currently utilizes ("IMH IPs"). The purchase price for the IMH IPs is the sum of six hundred twenty-seven thousand two hundred dollars (\$627,200)(the "IP Purchase Price")(i.e., \$49.00 per IP address). The Debtor shall file and serve a motion, pursuant 11 U.S.C. Section 363(f) (which motion is being combined with the Approval Motion), seeking an order approving the Debtor's sale of the IMH IPs to IMH, free and clear of all liens, claims, interests and encumbrances, along with a request for a finding in favor of IMH pursuant to Section 363(m) ("IPs Sale Motion"). So long as the Effective Date occurs, then pending entry of an order approving the IPs Sale Motion, the Debtor, on behalf of itself and the Estate, and VG and JG, in their individual capacities, hereby acknowledge and agree to IMH's exclusive right to the exclusive use of the IMH IPs through September 30, 2023, so long as IMH timely delivers the IP Purchase Price pursuant to the provisions of this paragraph 10.a and c and performs its obligations pursuant to paragraphs 10.a, c, d, e and f. The foregoing provision is binding on any successor, reorganized debtor or trustee appointed in the Bankruptcy Case.

b. The IPs Sale Motion shall be sought by private sale to IMH without overbidding in exchange for the consideration set forth in this Global Agreement (including but not limited to the release of any and all claims alleged by IMH, on the one hand, and the Debtor, on the other, against one another), the IMH/Landlord New Lease, the Surrender Stipulation and Continuance Stipulation, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Parties. If and only if the Conditions Precedent have been met and if the IPs Sale Motion is not combined with the Approval Motion, then the IPs Sale Motion shall be filed and served by the Debtor within five (5) Business Days after execution of this Global Agreement, and approval sought on 14 days' shortened notice (but on the same date and time as the Approval Motion which Approval Motion must be heard and granted in order for the IPs Sale Motion to proceed; and if the Approval Motion is denied, then the Parties agree that the IPs Sale Motion will be withdrawn by the Debtor). (If 14 days' shortened notice is denied by the Bankruptcy Court, the Parties agree that regular notice shall be sufficient and the remaining dates and deadlines shall be adjusted and extended accordingly).

c. Closing. The Closing shall occur on the second (2nd) business day following entry of a Final Sale Order (as defined below in this sub-paragraph 10.c.) approving the IPs Sale Motion (the "Closing"), if and only if the Approval Order was also entered by the Bankruptcy Court and is a Final Order. The IP Purchase Price is due and payable in full at Closing so received in the MF IOLTA Account (defined below) on the day of the Closing. For purposes of this paragraph "Final Sale Order" means a Final Order approving the IP Sale Motion (i) to IMH, and (ii) so long as the Approval Order was also entered by the Bankruptcy Court and is a Final Order. After entry of the Final Sale Order approving the IP Sale Motion to IMH and pending registration of the IMH IPs in favor of IMH, the IP Purchase Price shall be paid by wire transfer at Closing to the IOLTA account maintained by Margulies Faith LLP ("MF IOLTA Account"),

with wire instructions to be provided to IMH's counsel where it shall remain subject to the provisions of subparagraphs d, f, and f.(i), (ii), (iii) and (iv) below.

d. Registration of IPs to IMH. Within three (3) Business Days following the Closing, and the receipt by Margulies Faith LLP of the full IPs Purchase Price into the MF IOLTA Account, (i) the Debtor (with cooperation of IMH, if needed) shall prepare and file any and all documents necessary to transfer unencumbered title to the IMH IPs to IMH. Pending such transfer, IMH has the exclusive right to the continued use of the IMH IPs at no additional cost or expense (however, IMH must timely pay to the Debtor all amounts due under the IMH Services Contract through and including June 30, 2022). Pending such transfer, the Debtor, VG and JG shall take no action to sell, transfer, hypothecate, lien, encumber and/or license such IMH IPs or otherwise interfere with IMH's exclusive use. Following entry of Final Sale Order, then (i) written verification of the transfer of the IMH IPs to IMH ("Transfer Acknowledgment") shall be provided to IMH's counsel once obtained; (ii) upon receipt by IMH's counsel of the Transfer Acknowledgment IMH's counsel must immediately (within two (2) business days thereafter) provide written consent (which written consent shall not be unreasonably withheld) to Craig G. Margulies, Esq. of Margulies Faith LLP, authorizing Margulies Faith LLP to release to the Debtor from the MF IOLTA Account the sum of \$627,200 (the IP Purchase Price).

e. IMH/Landlord New Lease for IMH Suites. As provided above, the LANDLORD and IMH are entering into the IMH/Landlord New Lease, the term of which shall commence on July 1, 2022. The IMH Services Contract shall terminate on the Surrender Date (no further payments by IMH will be due to the Estate except as otherwise provided for in this Global Agreement). After the IMH Effective Date, any claim or right that IMH has alleged (if any) to receive distribution from the Debtor on account of any alleged rejection damages under 11 U.S.C. Section 365 relating to the termination of the IMH Services Contract (albeit disputed by the Debtor) are released and waived (i.e., released and waived automatically and without any further order of this Bankruptcy Court and without any additional action by any Party to this Global Agreement).

f. Monthly June Payment by IMH to the Debtor. Until the Surrender Date, IMH shall timely pay the monthly payment due for June 2022 to the Debtor under the IMH Services Contract for services through and including June 30, 2022¹. The monthly payment paid by IMH to the Debtor for June 2022 shall be in an amount not less than \$148,000 and paid in accordance with the terms of the IMH Services Contract. For purposes of clarity, the June 2022 payment shall be IMH's final payment to the Debtor under the IMH Services Contract. Notwithstanding anything provided in this Global Agreement, if (through no fault of the Debtor, VG or JG) by August 30, 2022, IMH fails to Close, fails to timely pay the IP Purchase Price, or fails to timely provide consent for the release of the IP Purchase Price funds held in the MF IOLTA Account after receiving the Transfer Acknowledgment, or the IMH Effective Date does not occur, then IMH is hereby granted the right to continue to make use of the IMH IPs through September 30, 2023 notwithstanding the rejection or termination of the IMH Services Contract so long as IMH continues to pay to the Debtor (or Reorganized Debtor, as applicable) for use of the IMH IPs through September 30, 2023 as follows:

¹ The Parties acknowledge payment and receipt of the May 2022 payment in the amount of \$147,956.63.

(i) \$.63/IP per month (total per month of \$8,025.57) on and after July 1, 2022 for continued use of the IMH IPs which IMH currently utilizes (and will continue to utilize through September 30, 2023). Said monthly payments will be due by IMH retroactive to July 1, 2022, and due on the 5th of each consecutive month through September 30, 2023 (all retroactive amounts shall be due in the first month).

(ii) If IMH proceeds under para. 10.f.i. above (i.e., to not purchase the IPs, but instead pay monthly for the use of the IPs), then IMH (and/or any assignee, transferee of any IMH pre- or post-petition claim) shall receive no distribution of any kind under the Proposed Plan (or any amendment thereto) (or any other version of a plan of reorganization that incorporates the terms of this Global Agreement).

(iii) In the event that the IP Sale fails to close, or the IMH IPs are not transferred to IMH, on or before September 30, 2022 (or any extended date agreed to in writing by the Debtor and IMH) as a result of the fault of, or breach of the Global Agreement by, the Debtor, VG and/or JG (but not as a result of: (x) failure or delay of the Court to approve the IP Sale through no fault of the Debtor, VG and/or JG, (y) failure or delay caused by American Registry for Internet Numbers (ARIN) to transfer legal title in the IPs to IMH and through no fault of the Debtor, VG and/or JG; and/or (z) IMH's fault or breach of the Global Agreement, including but not limited to IMH's failure to provide the required written consent to Margulies Faith LLP authorizing its release from the MF IOLTA Account of the IP Purchase Price to the Debtor as required in paragraph 10.c. above), then, notwithstanding the provisions of paragraph 10.f.i. above, IMH shall retain the exclusive right to use of IMH IPs at no additional cost or expense through September 30, 2023, despite rejection or termination of the IMH Services Contract.

(iv) Notwithstanding any provision of this Global Settlement Agreement to the contrary, if the IP Sale to IMH fails to close, or the transfer of the IMH IPs to IMH fails to occur, for any reasons by September 30, 2022 (or any extended date agreed to in writing by the Debtor and IMH) (except if the transfer fails to occur as a result of IMH's failure to provide the required written consent to Margulies Faith LLP authorizing its release from the MF IOLTA Account of the IP Purchase Price to the Debtor as required in paragraph 10.c. above), Margulies Faith LLP shall promptly release the IP Purchase Price from the MF IOLTA Account and promptly deliver it to IMH without further notice or order.

g. Other IMH/Debtor Agreement Terms. On the IMH Effective Date, IMH shall withdraw its demand for reimbursement of its legal fees and costs, and agree that each party bears its own legal fees and costs.

h. Execution of this Global Agreement shall be executed by the Parties no later than June 6, 2022 and approved by the Bankruptcy Court no later than June 30, 2022 (subject to reasonable delays by said court and mutually agreed upon extensions in writing by the Parties).

i. **The IMH POC.** The Debtor and IMH hereby agree that effective as of the IMH Effective Date (i) IMH shall receive no distribution of any kind on the IMH POC (or any amendment thereto) under the Proposed Plan (or any other version of a plan of reorganization that is consistent with the terms of this Global Agreement); and (ii) any and all other proofs of claim filed by IMH, or any of any of its owners, agents, representatives or assigns, if any, are deemed withdrawn with prejudice without any further filing. After the IMH Effective Date, no further or other proof of claim can be filed, revised or amended in the Bankruptcy Case by IMH or any of its agents, representatives or assigns.

11. \$650,000 Held by Debtor's Counsel in Its Client Trust Account. Within seven (7) days of the Effective Date, and upon the LANDLORD's receipt of the Landlord Payments, all the Parties agree that the Debtor's counsel holding \$650,000 in its Trust Account shall turnover 50% of said funds (\$325,000) to the Debtor's DIP general operating account, and the balance of the funds (\$325,000) shall be released and turned over to VG, by and through payment to the MF IOLTA Account.

12. Bankruptcy Court Approval pursuant to FRBP 9019 for Global Agreement. The Parties agree that Bankruptcy Court approval of the Global Agreement is required pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (FRBP). The Debtor shall file the motion to approve the Global Agreement pursuant to FRBP 9019 ("Approval Motion") no later than five (5) business days following the Execution Date. As provided above, none of these agreements are binding, valid or of any effect until and unless all three are fully executed by all the applicable Parties to such agreements. Further, the Global Agreement is not valid, binding or of any effect until there is a Final Order approving the Approval Motion.

13. Proposed Plan of Reorganization. The Debtor intends to file its Proposed Plan which will incorporate and implement all of the terms of this Global Agreement and the Surrender Stipulation, among other relevant and required matters in the Bankruptcy Case. After the Effective Date and the LANDLORD's receipt of the Landlord Payments (but after the IMH Effective Date as to IMH), the Parties to this Global Agreement: (a) agree to be bound by the terms and conditions of the Proposed Plan upon confirmation; (b) consent to separate classification of their claims that treats them consistently with the terms of the Global Agreement and the Surrender Stipulation and does not contain any provision inconsistent with such agreements or their rights thereunder, and (c) so long as the Proposed Plan incorporates all provisions of this Global Agreement and the Surrender Stipulation and there are no pending disputes regarding alleged breaches thereunder, agree to vote in favor of the Proposed Plan, and not file, support or collaborate with any other interested party to file any objection to confirmation of such Proposed Plan.

14. No Admission of Liability. This Global Agreement effects the settlement of claims that are disputed and/or contested, and nothing contained herein shall be construed as an admission by any of the Parties of any liability of any kind to any other party or to any other person or entity. Moreover, this Global Agreement is a compromise of such disputed and/or contested claims and the Parties do not admit any liability. This Agreement is not and shall not be construed as an admission by any Party of any allegations made in connection with the matters stated herein.

15. LANDLORD Release of Claims Against the Debtor, VG and JG. Effective on the Effective Date and upon the LANDLORD's receipt of the Landlord Payments, and except for the Breach Claims (which claims are not being released against the Debtor, VG or JG, and Debtor, VG and JG preserve any and all of their respective rights, claims and defenses thereto), and except for the obligations imposed on the Debtor, VG and JG pursuant to this Global Agreement and the Surrender Stipulation, the LANDLORD, on behalf of itself, and each of its respective past and present agents, members, shareholders, officers, directors, successors, assigns, heirs, representatives, insurers, attorneys, parents, subsidiaries, affiliates, and predecessors, fully and forever generally release and discharge the Debtor, VG, and JG and their respective past and present shareholders, members, agents, officers, directors, successors, assigns, heirs, representatives, insurers, attorneys, parents, subsidiaries, partners, affiliates, and predecessors from and against all actions, proceedings, causes of action, judgments, claims for relief, bad faith, demands, rights, titles, interests, damages, losses, costs, expenses, disbursements (including attorneys' fees), obligations, liabilities and other claims of every nature whatsoever heretofore existing, arising or accruing, or hereafter arising or accruing, of whatever nature, whether sounding in contract or tort (intentional or otherwise), whether anticipated or unanticipated, and whether known or unknown, which arise out of, may arise out of or are in any way connected or related to past business dealings between Debtor and the LANDLORD, including but not limited to under the LEASES, the STATE COURT CASES, the ADVERSARY PROCEEDINGS, the Landlord Alleged Administrative Claims, the Landlord POC, IMH/Landlord New Lease, the Bankruptcy Case, and any and all written or oral personal guarantee agreements owing (or allegedly owing) by VG and/or JG to LANDLORD (if any). Only upon the occurrence of the Effective Date and the LANDLORD's receipt of the Landlord Payments, then notwithstanding the above or any contrary provision in this Global Agreement, VG and JG's alleged personal liability for any alleged Breach Claim shall not exceed the amount guaranteed under the 510 Guaranty, and VG and JG reserve any and all of their respective rights, claims, limits and defenses relating to the 510 Guaranty and which rights, claims, limits and defenses will apply and can be asserted against any such alleged liability for a Breach Claim.

16. The Debtor's Release of Claims Against the LANDLORD. Effective on the Effective Date and upon the LANDLORD's receipt of the Landlord Payments, and except for the obligations imposed upon the LANDLORD pursuant to this Global Agreement and the Surrender Stipulation, the Debtor, on behalf of itself and its past and present agents, members, shareholders, including VG and JG, officers, directors, successors, assigns, heirs, representatives, insurers, attorneys, parents, subsidiaries, affiliates, and predecessors, fully and forever generally release and discharge the LANDLORD, and each of its respective past and present shareholders, members, agents, officers, directors, successors, assigns, heirs, representatives, insurers, attorneys, parents, subsidiaries, partners, affiliates, and predecessors from and against all actions, proceedings, causes of action, judgments, claims for relief, bad faith, demands, rights, titles, interests, damages, losses, costs, expenses, disbursements (including attorneys' fees), obligations, liabilities and other claims of every nature whatsoever heretofore existing, arising or accruing, or hereafter arising or accruing, of whatever nature, whether sounding in contract or tort (intentional or otherwise), whether anticipated or unanticipated, and whether known or unknown, which arise out of, may arise out of or are in any way connected or related to past business dealings between the LANDLORD and the Debtor, including but not limited to under the LEASES, the Debtor Alleged Claims Against Landlord, the STATE COURT CASES, the

ADVERSARY PROCEEDINGS, and the Bankruptcy Case. For clarity, the: (i) Debtor, VG and JG agree that they will not assert, are estopped from arguing, and will waive any and all claims that the LSP, LSR, and any other payments made by the Debtor to the LANDLORD at any time (including those made to the LANDLORD during the Bankruptcy Case) is an avoidable transfer, fraudulent transfer, preference, or other transfer that should be returned under the Bankruptcy Code, state law, or otherwise; and (ii) the Debtor, VG and JG agree that the Debtor is not entitled to receive the security deposits under the Leases (the "Security Deposits"), they will not assert that the Debtor is entitled to a credit on account of the Security Deposits, and that they have no right or claim to the Security Deposits (all such rights which are waived). The foregoing provision is binding on any successor, reorganized debtor or trustee appointed in the Bankruptcy Case.

17. The IMH Release of Claims Against the Debtor. Except for the obligations imposed on the Debtor pursuant to this Global Agreement, and effective on the IMH Effective Date, IMH, on behalf of itself, and each of its and its past and present shareholders, members, agents, officers, directors, successors, assigns, heirs, representatives, insurers, attorneys, parents, subsidiaries, partners, affiliates, and predecessors, fully and forever generally release and discharge the Debtor (including any future Reorganized Debtor in the Bankruptcy Case) and its past and present shareholders (including VG and JG and their respective counsel), members, agents, officers, directors, successors, assigns, heirs, representatives, insurers, attorneys, parents, subsidiaries, partners, affiliates, and predecessors from and against all actions, proceedings, causes of action, judgments, claims for relief, bad faith, demands, rights, titles, interests, damages, losses, costs, expenses, disbursements (including attorneys' fees), obligations, liabilities and other claims of every nature whatsoever heretofore existing, arising or accruing, or hereafter arising or accruing, of whatever nature, whether sounding in contract or tort (intentional or otherwise), whether anticipated or unanticipated, and whether known or unknown, which arise out of, may arise out of or are in any way connected or related to past business dealings between Debtor and IMH, including but not limited to under the IMH Services Agreement, the IMH POC, and the Bankruptcy Case.

18. The Debtor Release of Claims Against IMH. Except for the obligations imposed on IMH pursuant to this Global Agreement, and effective on the IMH Effective Date, the Debtor, on behalf of itself, and each of its respective past and present agents, members, shareholders, including VG and JG, officers, directors, successors, assigns, heirs, representatives, insurers, attorneys, parents, subsidiaries, affiliates, including the Colorado Entity, and predecessors, fully and forever generally release and discharge IMH and its past and present shareholders, members, agents, officers, directors, successors, assigns, heirs, representatives, insurers, attorneys, parents, subsidiaries, partners, affiliates, and predecessors from and against all actions, proceedings, causes of action, judgments, claims for relief, bad faith, demands, rights, titles, interests, damages, losses, costs, expenses, disbursements (including attorneys' fees), obligations, liabilities and other claims of every nature whatsoever heretofore existing, arising or accruing, or hereafter arising or accruing, of whatever nature, whether sounding in contract or tort (intentional or otherwise), whether anticipated or unanticipated, and whether known or unknown, which arise out of, may arise out of or are in any way connected or related to past business dealings between the Debtor and IMH, including but not limited to under the IMH Services Agreement and the Bankruptcy Case.

19. The Debtor Release of Claims Against VG. After occurrence of the Effective Date, except for the obligations imposed on VG pursuant to this Global Agreement, the Debtor, on behalf of itself, and each of its respective past and present agents, members, shareholders, officers, directors, successors, assigns, heirs, representatives, insurers, attorneys, parents, subsidiaries, affiliates, and predecessors, fully and forever generally release and discharge VG and his successors, assigns, heirs, representatives, insurers, attorneys, partners, affiliates, and predecessors from and against all actions, proceedings, causes of action, judgments, claims for relief, bad faith, demands, rights, titles, interests, damages, losses, costs, expenses, disbursements (including attorneys' fees), obligations, liabilities and other claims of every nature whatsoever heretofore existing, arising or accruing, or hereafter arising or accruing, of whatever nature, whether sounding in contract or tort (intentional or otherwise), whether anticipated or unanticipated, and whether known or unknown, which arise out of, may arise out of or are in any way connected or related to past business dealings between Debtor and VG, including but not limited to under the Bankruptcy Case. The foregoing releases are binding on any successor, reorganized debtor or trustee appointed in the Bankruptcy Case.

20. The Debtor Release of Claims Against JG. After occurrence the Effective Date, except for the obligations imposed on JG pursuant to this Global Agreement, the Debtor, on behalf of itself, and each of its respective past and present agents, members, shareholders, officers, directors, successors, assigns, heirs, representatives, insurers, attorneys, parents, subsidiaries, affiliates, and predecessors, fully and forever generally release and discharge JG and his successors, assigns, heirs, representatives, insurers, attorneys, partners, affiliates, and predecessors from and against all actions, proceedings, causes of action, judgments, claims for relief, bad faith, demands, rights, titles, interests, damages, losses, costs, expenses, disbursements (including attorneys' fees), obligations, liabilities and other claims of every nature whatsoever heretofore existing, arising or accruing, or hereafter arising or accruing, of whatever nature, whether sounding in contract or tort (intentional or otherwise), whether anticipated or unanticipated, and whether known or unknown, which arise out of, may arise out of or are in any way connected or related to past business dealings between Debtor and VG, including but not limited to under the Bankruptcy Case. The foregoing releases are binding on any successor, reorganized debtor or trustee appointed in the Bankruptcy Case.

21. Scope of Releases. The Parties acknowledge that it is their intention that this Global Agreement shall be effective as a full and final settlement of and, except as provided for in this Global Agreement, as a bar to each such manner of action, cause of action, suit, debt, deficiency, liability, demand, claim, obligation, cost, expense, sum of money, controversy, damage, account, reckoning, security interest and lien of every kind or nature whatsoever, heretofore referred to and released, which the Parties, have had, have, or may have against each other as of the date of this Global Agreement. In connection with such waiver and relinquishment, the Parties acknowledge that they are aware that they or their attorneys may hereafter discover facts different from or in addition to the facts now known or believed to be true with respect to the subject matters of this Global Agreement, that it is their intention hereby to fully, finally, absolutely and forever settle any and all claims which do now exist, may exist or heretofore have existed among them, and that in furtherance of such intention, the releases herein given shall be and shall remain in effect for all time as full and complete mutual general releases notwithstanding the discovery of any such different or additional facts. Therefore, the Parties acknowledge that they are familiar with Section 1542 of the Civil Code of the State of

California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Except only for the obligations imposed upon each of the Parties, pursuant to this Global Agreement, the Surrender Stipulation, and with respect to the Breach Claims (which are expressly preserved) the Parties do hereby waive and relinquish all rights and benefits which they have or may have under Section 1542 of the Civil Code of the State of California, and any other comparable statutes of any other states in the United States, to the full extent that they may lawfully waive all such rights and benefits pertaining to the subject matters of this Global Agreement.

22. **Good Faith; Further Cooperation.** The Parties, without further consideration, agree to execute and deliver such other documents and take such other action as may be necessary to consummate more effectively the subject matter hereof.

23. **Authority to Execute Global Agreement.** The Parties represent and warrant that the undersigned signatories have full and complete authority to enter into this Global Agreement and to perform, comply and be bound by the terms of this Global Agreement. The undersigned agent of any Party has full power and authority to enter into and perform this Global Agreement on behalf of said Party without further approval by or authorization by or any respective Party, but for the Bankruptcy Court as provided herein.

24. **No Assignment.** The Parties represent and warrant to each other that each has not assigned or transferred, and shall not assign or transfer, to any person or entity any of the claims hereby released.

25. **Governing Law.** The Parties agree that this Global Agreement shall be deemed to have been entered into in the State of California and with the Bankruptcy Case shall be governed, construed and interpreted in accordance with the laws of the State of California without giving effect to the principles of choice of law or conflicts of law thereof, and the United States Bankruptcy Code existing as of the date the Global Agreement is duly executed. The language of this instrument will be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.

26. **Attorneys' Fees.** Each Party shall be responsible for the payment of its own legal fees and costs, and all of its expenses, in connection with the Bankruptcy Case, including, without limitation, all matters referred to in this Global Agreement, the Surrender Stipulation and Continuance Stipulation. The Parties, and each of them, agree that in the event of any action or proceeding brought by any Party against another Party based upon, arising out of, or relating to,

this Global Agreement, the Surrender Stipulation, the Continuance Stipulation or any proceeding brought by any Party against another Party to enforce or interpret any of the foregoing, the prevailing party shall be entitled to recover all reasonable costs and expenses, including its attorneys' fees and experts' fees and costs in such action or proceeding. The prevailing Party shall be determined by the court based upon an assessment of which Party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed on major disputed issues in the court's decision. If the Party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of such other Party, then such other Party shall be deemed the prevailing Party. Notwithstanding the foregoing, VG reserves all rights to seek reimbursement from the Estate, as an administrative claim in the Bankruptcy Case pursuant to 11 U.S.C. section 503(b), for legal fees and costs incurred by VG for amounts paid to VG's counsel, and the Parties agree to not object to such request so long as there are no asserted or actual breaches of the Global Agreement and Surrender Stipulation.

27. Entire Global Agreement; Interpretation. This Global Agreement, the Surrender Stipulation, the Continuance Stipulation and the documents resulting therefrom, including the IMH/Landlord New Lease, the IPs Sale Motion, the IP Sale Order and the Transfer Acknowledgment constitute the entire agreements among the Parties with respect to the subject matter hereof. All prior or contemporaneous agreements, written or oral, among the Parties regarding the subject matter hereof are hereby superseded. This Global Agreement may not be modified except by a writing signed by an authorized representative of each of the Parties. Each Party acknowledges that it (a) has fully and carefully read this Global Agreement prior to execution; (b) has been fully apprised by its attorneys of the legal effect and meaning of this Global Agreement and all terms and conditions hereof; (c) has had the opportunity to make whatever investigation or inquiry it deemed necessary or appropriate in connection with the subject matter hereof; (d) has been afforded, and has taken advantage of, the opportunity to negotiate any and all terms hereof; and (e) has executed this Global Agreement voluntarily and free from any undue influence or coercion. This Global Agreement is not to be construed or interpreted in any manner based on the identity of the Party that drafted its language.

28. Counterparts. This Global Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall be necessary to account for only one such counterpart in proving this instrument. A photocopy, fax copy, electronic copy or email copy of any signature on this Global Agreement shall be deemed the same as an original signature.

29. Severability. In the event that any term or provision of this Global Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, then the remaining portions of this Global Agreement shall nonetheless remain in full force and effect, unless such portion of this Global Agreement is so material that its deletion would violate the obvious purpose and intent of the Parties.

[INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]

30. Headings. Headings contained in this Global Agreement are for reference purposes only and shall be given no weight in the construction of this Global Agreement.

CORPORATE COLOCATION INC., a California Corporation ("Debtor" or "CCI")

Dated: June 6, 2022

By: *victor goodman*
Victor Goodman, CEO/President

Victor Goodman

Dated: June 6, 2022

By: *victor goodman*
Victor Goodman, individually

Jonathan Goodman

Dated: June 6, 2022

By: *Jonathan Goodman*
Jonathan Goodman, individually

530 6th STREET, LLC ("LANDLORD" and/or "530 6th Street")

Dated: June __, 2022

By: _____

Its: _____

INMOTION HOSTING, INC. ("IMH")

Dated: June __, 2022

By: _____

Its: _____

30. Headings. Headings contained in this Global Agreement are for reference purposes only and shall be given no weight in the construction of this Global Agreement.

CORPORATE COLOCATION INC., a California Corporation ("Debtor" or "CCI")

Dated: June __, 2022

By: _____
Victor Goodman, CEO/President

Victor Goodman

Dated: June __, 2022

By: _____
Victor Goodman, individually

Jonathan Goodman

Dated: June __, 2022

By: _____
Jonathan Goodman, individually

530 6th STREET, LLC ("LANDLORD" and/or "530 6th Street")

Dated: June 6, 2022

By: Kim Alan Benjamin
Kim Alan Benjamin / as President of
Its: MANAGER

INMOTION HOSTING, INC. ("IMH")

Dated: June __, 2022

By: _____

Its: _____

30. Headings. Headings contained in this Global Agreement are for reference purposes only and shall be given no weight in the construction of this Global Agreement.

CORPORATE COLOCATION INC., a California Corporation ("Debtor" or "CCI")

Dated: June __, 2022

By: _____
Victor Goodman, CEO/President

Victor Goodman

Dated: June __, 2022

By: _____
Victor Goodman, individually

Jonathan Goodman

Dated: June __, 2022

By: _____
Jonathan Goodman, individually

530 6th STREET, LLC ("LANDLORD" and/or "530 6th Street")

Dated: June __, 2022

By: _____

Its: _____

INMOTION HOSTING, INC. ("IMH")

Dated: June 6, 2022

By: Raymond Meyers
Raymond Meyers
Its: CFO

Exhibit 3

EXHIBIT 3

Information Re Local Bankruptcy Rule ("LBR") 6004-1(c)(3)

LBR 6004-1(c)(3)(A) - Hearing Date and Time: June 27, 2022 at 1:00 p.m.

Hearing Place: 255 East Temple Street, Courtroom 1568, 15th Floor

LBR 6004-1(c)(3)(B) - The Proposed Buyer is: InMotion Hosting, Inc. ("Buyer" or "InMotion")

Buyer's Address: c/o Sanford Frey

Leach Tishmand Fuscaldo & Lampl, Inc.

200 South Los Robles Ave., Suite 300

Pasadena, California 91101

LBR 6004-1(c)(3)(C) - Certain IP Addresses used by InMotion as further described in the Global Settlement Agreement which total 12,800 IP addresses.

LBR 6004-1(c)(3)(D) - The Debtor seeks authority to transfer and sell to InMotion 12,800 Internet protocol addresses that IMH currently has alleged right to utilize through September 30, 2023 ("IMH IPs") free and clear of any and all claims, liens, interests and encumbrances, for a purchase price of \$627,200 ("IP Purchase Price") (i.e. \$49.00 per IP address) (the "IP Sale"). This sale is part and parcel to the Global Settlement Agreement and part of the consideration for the IP Sale is the mutual promises and releases contained therein.

LBR 6004-1(c)(3)(E) - The sale is free and clear of liens. The only lienholder Debtor is aware of is the United State Small Business Administration ("SBA") which has a blanket lien over all of Debtor's property. The amount of the SBA's lien is about \$100,000. The property sold is only about one third of the IP Addresses Debtor owns. Debtor also owns other assets including equipment, cash and other property worth much more than the SBA's lien.

LBR 6004-1(c)(3)(F) - The sale is a private sale which is not subject to an auction or overbid.

LBR 6004-1(c)(3)(G) - The purchase price is \$627,200 which is \$49 per IP Address. Buyer is also providing other valuable consideration for the purchase through the mutual promises and releases in the Global Settlement Agreement.

LBR 6004-1(c)(3)(H) - There is no commission to be paid on the sale.

LBR 6004-1(c)(3)(I) - Debtor is not aware of any tax consequences from the sale. Debtor is an LLC which passes through any tax consequences to its members.

LBR 6004-1(c)(3)(J) - Any objections to the sale must be filed and served 14 days prior to the sale i.e. June 13, 2022.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 21700 Oxnard Street, Suite 1750, Woodland Hills, California 91367.

A true and correct copy of the foregoing document entitled: NOTICE OF SALE OF ESTATE PROPERTY will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On June 6, 2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Jeffrey Lee Costell** jlcostell@costell-law.com, smaghareh@costell-law.com;hyoungblood@costell-law.com;ladelson@costell-law.com;smcduffie@costell-law.com;jstambaugh@costell-law.com
- **Sandford L. Frey** sfrey@leechtishman.com, lmoya@leechtishman.com;dmulvancy@leechtishman.com;rsokol@leechtishman.com;kgutierrez@leechtishman.com
- **Andre A Khansari** andre@khansarilaw.com, legal@khansarilaw.com
- **Jeffrey S Kwong** jsk@lnbyg.com, jsk@ecf.inforuptcy.com
- **Elan S Levey** elan.levey@usdoj.gov, julie.morales@usdoj.gov
- **Craig G Margulies** Craig@MarguliesFaithlaw.com, Vicky@MarguliesFaithlaw.com;Helen@MarguliesFaithlaw.com;Angela@MarguliesFaithlaw.com
- **Michael A Shakouri** mshakouri@goodkinlaw.com, rnolan@pdv-llc.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov
- **Robert M Yaspan** court@yaspanlaw.com, tmenachian@yaspanlaw.com
- **Hatty K Yip** hatty.yip@usdoj.gov, hatty.k.yip@usdoj.gov

2. SERVED BY UNITED STATES MAIL:

On June 6, 2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Please see attached service list.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 6, 2022

Tatyana Menachian

Date

Printed Name

Signature

Honorable Ernest M. Robles
Edward R. Roybal Federal Building
255 E. Temple Street, Suite 1560 / Ctrm 1568
Los Angeles, CA 90012

Hatty K Yip
Office of the UST/DOJ
915 Wilshire Blvd., Suite 1850
Los Angeles, CA 90017

530 Sixth Street LLC
Morlin Asset Management LP
701 N. Brand Blvd Ste 810
Glendale, CA 91203

A-Lign
400 N. Ashley Drive Suite 1325
Tampa, FL 33603

Century Link
Level 3 Communication LLC
1025 El Dorado Blvd
Broomfield, CO 80021

Cloudradium
Li Heng
12116 No. 37 Fianlai Street
Sichana, Chengdu 610003, China

Cogert Communications Inc
P.O. Box 791087
Baltimore, MD 21279

Costell & Cornelius
1299 Ocean Ave, Suite 450
Santa Monica, CA 90401

Employment Development Department
Bankruptcy Group MIC 92E
P. O. Box 826880
Sacramento, CA 94280-0001

Green Mountain Holdings, LLC
2200 So. Valentia Street
Denver, CO 80231

Franchise Tax Board
Bankruptcy Section MS A340
P.O. Box 2952
Sacramento, CA 95812-2952

Goodkin APC
1800 Century Park East Suite 675
Los Angeles< CA 90067

Hariton Engineering Inc
456 E. Orange Grove Blvd Ste 301
Pasadena, CA 91104

InMotion Hosting
300 Union Blvd Ste 200
Denver, CO 80228

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101

Los Angeles County Tax Collector
P. O. Box 54110
Los Angeles, CA 90054

Nationwide Power Solutions Inc
7390 Eastgate Rd Ste 140
Henderson, NV 89011

People Technologies Inc
801 S. Olive St Apt 1905
Los Angeles, CA 90014

Rack and Stack Inc
1010 Wilshire Blvd. suite 110
Los Angeles, CA 90017

US Small Business Administration
Office of General Counsel
312 North Spring Street, 5th Floor
Los Angeles, CA 90012

Victor Goodman
2109 Micheltorena Street
Los Angeles, CA 90039

Zoominfo Technologies LLC
805 Broadway Suite 900
Vancouver, WA 98660

Jeffrey Lee Costell
Costell & Adelson Law Corporation
20969 Ventura Blvd., Suite 230
Woodland Hills CA 91364

Christopher Gonzalez
Leech Tishman
200 South Los Robles Ave., Suite 300
Pasadena, CA 91101

Hosting Inc
6100 Center Drive Suite 1190
Los Angeles, CA 90045

6x7 Networks LLC
5030 3rd Street
San Francisco, CA 94124

Deasil Works Inc
c/o Khansari Law Corp APC
16133 Ventura Blvd, Suite 1200
Encino, CA 91436

InMotion Hosting Inc
6100 Center Drive Suite 1190
s Angeles, CA 90045

Jonathan Goodman
1581 Curran Street
Los Angeles, CA 90026